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MUNICIPALITY OF METROPOLITAN SEATTLE  
CITY OF SEATTLE

SIXTH AGREEMENT FOR SEWAGE WORKS MAINTENANCE

THIS AGREEMENT, made as of this 17th day of August, 1972, between the CITY OF SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and the MUNICIPALITY OF METROPOLITAN SEATTLE, a municipal corporation of the State of Washington (hereinafter referred to as "Metro");

W I T N E S S E T H:

WHEREAS, the parties have heretofore entered into a long-term agreement for sewage disposal dated January 26, 1961, as amended and supplemented by four subsequent agreements, the most recent being the Fifth Supplemental Agreement, dated September 20, 1971 (hereinafter together referred to as the "Basic Agreement"); and

WHEREAS, the City and Metro by a series of agreements, the last of which was dated August 20, 1970, have provided for the performance by City personnel of the maintenance and operation of certain metropolitan sewerage facilities and the City and Metro now desire to extend such maintenance, and to make certain changes in the terms under which such maintenance is provided; and

WHEREAS, it is the intention of the parties that the basic agreement shall remain in full force and effect only insofar as it may be specifically modified during the limited period of this Agreement and in accordance with its provisions:

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Definitions. The defined terms used in this Agreement shall have the same meanings as set forth in the Basic

Agreement and, in addition, the following words and phrases used in this Agreement shall have the meanings hereinafter set forth in this section:

1. The words "Sewers and Related Structures" shall mean and include gravity sewers, trunks, manhole structures, siphons, sand-catchers, grit chambers and special clean-out and access or diversion chambers located thereon. The term "sewers and related structures" as used herein shall not include pumping stations, regulator stations, treatment plants, force mains and outfalls.

2. The word "Director" shall mean the Director of Operations of Metro.

3. The word "Emergencies" shall mean any situation resulting from the operation of Metro sewers and related structures that, if not remedied, will endanger the public health and cause damage.

Section 2. Metro Sewers Maintained by the City. For the term of this agreement and at the expense of Metro, the City shall maintain the following facilities of the Metropolitan Sewerage System:

a) All existing Metro Sewers and Related Structures located within the City, including those portions of the Henderson-East Marginal Way and Elliott Bay Interceptor Section I Sewers (Comprehensive Plan designation N28, B9 and B10) located outside the City.

b) Any sewers and related structures hereafter constructed by Metro within the City which are designated to be maintained and operated by the City pursuant to the joint written authorization of the Director and the City Engineer. Such authorization shall expire with the termination date of this Agreement.

Section 3. Inspection by the City. Maintenance shall be understood to include inspection, cleaning and repair and may include photographic or closed-circuit television inspection techniques in addition to visual procedures. The City shall exercise reasonable

care, diligence and judgment in performing the work and shall, in particular, undertake preventive maintenance precautions, wherever practicable. Photographic and closed-circuit television inspection may be provided only upon authorization of the Director and at the convenience of the City.

Section 4. Payment for Maintenance. Statements of amounts due for work performed pursuant to this Agreement shall be presented to Metro at intervals considered by the City to be appropriate but not more frequently than monthly nor less frequently than annually. Costs to be paid by Metro shall include actual direct wages and salaries paid by the City for labor performed on such work plus an overhead charge equal to 49% thereof, actual cost of materials used plus a materials handling charge equal to 20% thereof, and rental for equipment used at the same rental rates charged to the City Sewer Utility by the City of Seattle. Such percentage charges to be added to costs of labor and materials may be revised from time to time to conform to percentage charges currently established by the City for general use in all inter-departmental transactions.

Except in emergencies, when the City shall take immediate appropriate action, expenditures for labor and materials exceeding \$2,000, or any additions and betterments, shall be undertaken only after approval by the Director. In emergencies, notice of action taken shall be given to the Director as soon as practicable considering the seriousness of the emergency.

Section 5. Liability. Metro shall hold the City harmless and defend all suits for personal injury or property damage arising out of the operation and maintenance of said sewers or related structures which are not caused by neglect or failure of the City to perform this Agreement.

Section 6. Term of Agreement. The term of this Agreement shall be two years from and after July 1, 1972, unless with the mutual written agreement of the parties hereto the terms shall be

extended or unless in the sole judgment of Metro the City shall fail or neglect to operate said sewer facilities in an efficient manner and maintain same in good working order and condition, in which event Metro may terminate this Agreement upon 30 days written notice to the City.

Section 7. Notice. Whenever in this Agreement notice is required to be given, the same shall be given by registered mail addressed to the respective parties at the following addresses:

Municipality of Metropolitan Seattle  
410 West Harrison Street  
Seattle, Washington 98119

City of Seattle  
Municipal Building  
Seattle, Washington 98104

unless a different address shall be hereafter designated in writing by either of the parties. The date of giving such notice shall be deemed to be the date of mailing thereof. Billings for and payments of operating costs may be made by regular mail.

Section 8. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement.

Section 9. Remedies. In addition to the remedies provided by law, this Agreement shall be specifically enforceable by either party.

Section 10. Entirety. Effective July 1, 1972, this Agreement shall supersede and terminate the Fifth Agreement for Sewage Works Maintenance dated August 20, 1970.

Section 11. Execution of Documents. This Agreement shall be executed in five counterpart copies, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


CITY OF SEATTLE

  
Wes Uhlman  
Mayor


ATTEST:

  
C. G. Erlandson  
City Comptroller and City Clerk

MUNICIPALITY OF METROPOLITAN SEATTLE

  
C. Carey Donworth  
Chairman of the Council

ATTEST:

  
B. J. Carol  
Clerk of the Council

ATL:klm  
12/11/72

ORDINANCE 101714

AN ORDINANCE authorizing an agreement with the Municipality of Metropolitan Seattle, providing for the transfer of public transportation authority within the City and for the disposition of certain City public transportation properties to the Municipality, authorizing certain support services and preserving certain City employees' benefits in connection therewith.

WHEREAS, on September 19, 1972, qualified voters of the Municipality of Metropolitan Seattle approved a proposition authorizing adoption of a comprehensive plan for consolidated public transportation service and performance of the function of metropolitan public transportation; and

WHEREAS, pursuant to the authority of Ch. 35.58 RCW, the Municipality and the City desire to enter into an agreement providing that the Municipality assume performance of the function of public transportation within the City and that it acquire certain rights with respect to facilities of the City's public transportation system; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. That the Mayor and City Comptroller are hereby authorized to execute and deliver for and on behalf of The City of Seattle in such numbers as may be necessary an agreement dated as of December 1, 1972 substantially in the form contained in C.F. 274456 entitled "Transit Transfer Agreement - The City of Seattle - Municipality of Metropolitan Seattle" with the Municipality of Metropolitan Seattle, hereinafter referred to as the "Municipality," providing for the transfer of the public transportation authority within the City to the Municipality as of January 1, 1973; for the transfer or use of certain City public transportation system properties at a cost to be determined by appraisal procedure; for the maintenance of certain fares and services within the City by the Municipality; for the application of payments received by the City therefor for transportation improvements; for certain support and other services to be rendered by the parties; transferring City transit employees to the Municipality and preserving certain of their rights as contemplated by Ch. 35.58 RCW and making available existing City insurance and medical plan coverage for such employees, all as recommended by the Mayor in said C.F.

(To be used for all Ordinances except Emergency.)

Section 2. That any ordinance, including Ordinance 100089, to the extent inconsistent with the provisions of this ordinance and of the agreement authorized herein is hereby superseded.

Section 3. That execution, delivery and performance of said agreement, execution and performance of service agreements thereunder by appropriate City officers, and any other act pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 18 day of December, 1972,  
and signed by me in open session in authentication of its passage this 18 day of  
December, 1972 *W. E. H. H. H.*

President of the City Council

Approved by me this 21 day of December, 1972  
*W. E. H. H. H.* Mayor.

Filed by me this 21 day of December, 1972

(SEAL)

Published

Attest: *W. E. H. H. H.*  
City Comptroller and City Clerk.

By *W. E. H. H. H.*  
Deputy Clerk.

CBS 9.1.9